

## REMARKS

The applicant thanks the examiner and the examiner's supervisor for the courtesy extended to us during the phone interview of November 23, 2004. The applicant has amended the claims in response to the examiner's guidance and respectfully requests reconsideration and further examination. The amended claims are referred to herein as the "current claims". The prior claims that have been examined are referred to herein as the "prior claims".

With respect to the examiner's specific rejections of the prior claims:

1. Prior claim 2 stands rejected under 35 U.S.C. 112, second paragraph, as being indefinite.

The term "about" was not defined in said claim.

The applicant has amended prior claim 2 to delete the phrase "payable at about the beginning date."

Current claim 2 is now definite. Current claim 2, therefore, should not be rejected under 35 U.S.C. 112.

2. Prior claims 1-10 stand rejected under 35 U.S.C. 101 because the prior claimed invention was directed to non-statutory subject matter. For a process claim to pass muster, the process must somehow apply, involve, use, or advance the technological arts.

The applicant has amended prior claim 1, step c to include the limitation that the step of calculating what is now termed "a single premium for said survival risk insurance" is performed on a computer. Support for said limitation can be found on page 13, line 1 of the written description.

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Title: Method of Calculating Premium Payment to Cover the Risk Attributable to Insureds Surviving a Specified Period.

Agent: Mark Nowotarski, Reg. No. 47,828  
Docket: LPD022603USNP

Current claim 1 now applies, involves, uses or advances the technological arts. Current claim 1, therefore, should not be rejected under 35 U.S.C 101. Current claims 2 to 10 depend upon current claim 1 and should not be rejected under 35 U.S.C 101 for the same reason.

3. Prior claims 1 – 10 stand rejected under 35 U.S.C. 102 as being anticipated by Finfrock et al. (5,592,379).

Finfrock et al. does not disclose a step of calculating a single premium for survival risk insurance coverage as recited in step c of current claim 2. Furthermore, said step of calculating said premium is not inherent in Finfrock.

Finfrock et al., therefore, does not anticipate current claim 1. Hence, current claim 1 should not be rejected under 35 U.S.C 102. Current claims 2 to 10 depend upon current claim 1 and should not be rejected under 35 U.S.C 102 for the same reason.

4. During said phone interview of November 23, 2004, the examiner requested that the applicant amend claim 1 to improve its readability. This was requested by the examiner to assist in the further examination of the claims, but was not presented as a requirement for allowance.

The applicant has amended claim 1 as well as claims 2 to 10 in order to comply with the examiners' request. Said amendments comprise:

**Overall:** The word “the” has been generally replaced by the word “said” where an element in a claim has explicit antecedent basis in the claims. The word “the” has been generally retained

where an element has inherent or implied antecedent basis or merely to improve the readability of a claim.

**Claim 1, Step and Element Labels:** The steps and elements of current claim 1 are labeled with letters and lower case Roman numerals. These are merely to label said steps and elements in order to facilitate further examination. They do not imply that the steps or elements are to be carried out in any particular order.

**Claim 1, Step a, Element i:** It is inherent in the term “insured lives” as used herein that said insured lives are each covered by an original life insurance policy. Support for said inherency is found on page 1 lines 15 to 20 of the written description.

**Claim 1, Step a, Element ii:** It is inherent in the term “insured lives” as used herein that one or more original life insurance companies are providing said original life insurance policies. Support for said inherency is found on page 1 lines 15 to 20 of the written description.

**Claim 1, Step a, Element iii:** It is inherent in the term “insured lives” of the prior claims that said original life insurance policies pay death benefits. Support for said inherency is found on page 1 lines 15 to 20 of the written description.

**Claim 1, Step a, Element iii (cont.):** Furthermore it is inherent in the term “Coverage Recipient” as used herein that said death benefits are payable to said Coverage Recipient at the time that said step of selecting a group of persons is performed. Support for said inherency is found on page 5 lines 17 to 20 and page 11 lines 7 to 8 of the written description.

**Claim 1, Step b:** It is inherent in the term “death benefit” as used herein that one or more original life insurance companies are paying said death benefit. Support for said inherency is found on page 1 lines 15 to 20 of the written description.

**Claim 1, Step c:** It is inherent in the term “single premium” as used in the prior claims that said single premium is for said survival risk insurance. Support for said inherency is found in step e of prior claim 1.

**Claim 1, Step c (cont.):** As discussed above, the limitation that step c be performed by a computer has been added to prior step c to overcome the 35 U.S.C. 101 rejection of prior claim 1.

**Claim 2:** The term “single premium” has been replaced by the term “one premium”.

**Claim 2 (cont.):** As discussed above, the phrase “payable at about the beginning date” has been deleted to overcome the 35 U.S.C 112 rejection of prior claim 2.

**Claim 6:** The phrase “the specified period” has been replaced by the phrase “said end date”.

Support is found on page 44, line 17 to page 45, line 1 of the written description.

The above description of the amendments to the claims is provided merely for the purpose of assisting examination. It is not meant to change or interpret the scope of the current claims in any way.

5. The applicant has made a diligent effort to place the claims in condition for allowance. However, should there remain unresolved issues that require adverse action, it is respectfully requested that the Examiner telephone Mark Nowotarski, Applicants' Agent at 203 975 7678 so that such issues may be resolved as expeditiously as possible.

For these reasons, and in view of the above amendments, this application is now considered to be in condition for allowance and such action is earnestly solicited.

Respectfully Submitted,

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Date



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